



# AcuStaf Software

labor management *Simplified*

## **GENERAL SERVICES ADMINISTRATION**

Federal Supply Service  
Authorized Federal Supply Schedule Price List  
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system at <http://www.gsaAdvantage.gov>

**Schedule FSC 70** – General Purpose Information Technology  
Equipment Solicitation  
SIN# 132-33, 132-34

**Contract No.** GS-35-0408X  
**Contract Period:** May 24, 2011 to May 24, 2016

**Contractor:** AcuStaf Development Corporation,  
7601 France Ave S  
Suite 575  
Minneapolis, MN 55435  
Tel. No: 952-831-4122  
Fax No: 952-303-3223

**Website:** [www.acustaf.com](http://www.acustaf.com)  
**Email:** [gsaorders@acustaf.com](mailto:gsaorders@acustaf.com)  
**Point of Contact:** Kate Shahan

**Business Size:** Small

**Supplement No. 1: Effective 6/1/2011**



AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

SPECIAL ITEM NUMBER 132 33 Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING

FSC/PSC Class 7030 ADP SOFTWARE Application Software  
FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES Maintenance of Software

SPECIAL ITEM NUMBER 132 34 Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING

FSC/PSC Class J070 MAINT-REP OF ADP EQ 7 SUPPLIES Maintenance of Software

AcuStaf Development Corp.

INFORMATION TECHNOLOGY CONSULTING AND STAFFING SERVICES

AcuStaf Development Corp.  
7601 France Ave S.  
Suite 575  
Minneapolis, MN 55435  
T: 952-831-4122  
F: 952-303-3223  
[www.acustaf.com](http://www.acustaf.com)

Contract Number: GS-35F-0408X  
Period Covered by Contract: 5-25-2011 to 5-24-2016

General Services Administration  
Federal Acquisition Service  
Pricelist Current Through Modification # 2.2, dated 9/15/2011

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!® and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. Geographic Scope of Contract**

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

**2. Contractor's Ordering Address and Payment Information**

AcuStaf Development Corporation  
7601 France Ave S.  
Suite 575  
Minneapolis, MN 55435

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor will agree to use the credit card for dollar amounts over the micropurchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone numbers can be used by ordering activities to obtain technical and/or ordering assistance:

Ordering Assistance: 612-424-8560

Technical Assistance: 952-831-4122  
Fax: 952-303-3223

### 3. Liability For Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. Statistical Data For Government Ordering Office Completion Of Standard Form 279

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: 097095541  
Block 30: Type of Contractor: B. Other Small Business  
Block 31: Woman-Owned Small Business: No  
Block 37: Contractor's Taxpayer Identification Number (TIN): 41-1367044  
4a. CAGE Code: 31UY9  
4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB Destination

### 6. Delivery Schedule

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 (days) Contractor's normal delivery time 10 (days) Contractor's expedited delivery time
132-34	TBD at task order level

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. Discounts

Our prices are shown in Appendix A. Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None

d. Government Educational Institutions: None

e. Other: None

## **8. Trade Agreements Act of 1979, as amended**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

## **9. Statement Concerning Availability Of Export Packing**

N/A.

## **10. Small Requirements**

The minimum dollar value of orders to be issued is \$100.00.

## **11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)**

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

SPECIAL ITEM NUMBER 132 33 Perpetual Software License

SPECIAL ITEM NUMBER 132 34 Maintenance of Software as a Service

## **12. Ordering Procedures For Federal Supply Schedule Contracts**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

## **13. Federal Information Technology/Telecommunication Standards Requirements**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act.

Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

## **14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003)**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/ possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or

services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

## **15. Contract Administration for Ordering Activities**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

## **16. GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

## **17. Purchase Of Open Market Items**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-



- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. Contractor Commitments, Warranties and Representations**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. Overseas Activities**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. Blanket Purchase Agreements (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. Contractor Team Arrangements**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. Installation, Deinstallation, Reinstallation**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. Section 508 Compliance**

N/A

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. Prime Contractor Ordering From Federal Supply Schedules**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **25. Insurance—Work On A Government Installation (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting

Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **26. Software Interoperability**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **27. Advance Payments**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32), Perpetual Licenses (Special Item Number 132-33) and Maintenance as a Service (Special Item Number 132-34) of General Purpose Commercial Information Technology Software**

### **1. Inspection/Acceptance**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### **2. Guarantee/Warranty**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. See Appendix E.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### **3. Technical Services**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 952-831-4122 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7am to 6pm Central Time.

### **4. Software Maintenance**

- a. Software maintenance as it is defined: (select software maintenance type) :

\_\_\_\_\_ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are

considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

  X   2. Software Maintenance as a Service (SIN 132-34)

Software maintenance service is provided by AcuStaf Development Corp. per our standard terms and conditions, shown in Appendix E. In summary, maintenance and support consists of (i) Enhancements, (ii) standard bug fixes provided to the AcuStaf Software or Enhancements in the ordinary course of AcuStaf's business, and (iii) basic Support of the AcuStaf Software. AcuStaf shall provide Maintenance and Support for the version of the AcuStaf Software offered by AcuStaf at such time and the previously offered versions.

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**5. Periods of Maintenance (SIN 132-32) and Maintenance (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## 6. Conversion From Term License to Perpetual License

N/A. AcuStaf does not offer term licenses under this contract.

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

## 7. Term License Cessation

N/A. AcuStaf does not offer term licenses under this contract.

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 8. Utilization Limitations - (SIN 132-32, SIN 132-33, and SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis

where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the

Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. Software Conversions - (SIN 132-32 and SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. Descriptions and Equipment Compatibility**

The Contractor shall include, in the schedule pricelist, a complete description of each

software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered. See Appendix B for a detailed product description.

#### **11. Right-to-Copy Pricing**

N/A. (AcuStaf does not offer this in the commercial market; we are not offering it to GSA.)



**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

AcuStaf Development Corp. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Kate Shahan; T: ( 612) 424-8560; k.shahan@acustaf.com; F: (952) 303-3223.

## Appendix A

### Pricing

MAINTENANCE SOFTWARE SIN 132-33	GSA PRICE (Inclusive of GSA Discount and .75% IFF)
002: AcuStaf Software License Maintenance	18% of original license fee

MAINTENANCE SOFTWARE SIN 132-34	GSA PRICE (Inclusive of GSA Discount and .75% IFF)
2001-1: AcuStaf SS Software Service Schedule Staffing Software as a Service for 0-200 licenses	\$5.85
2001-2: AcuStaf SS Software Service Schedule Staffing Software as a Service for 200-700 licenses	\$3.90
2001-3: AcuStaf SS Software Service Schedule Staffing Software as a Service for 700+ licenses	\$1.95
3001-1: AcuStaf LMS Software Service Labor Management Software as a Service for 0-200 licenses	\$9.75
3001-2: AcuStaf LMS Software Service Labor Management Software as a Service for 200-700 licenses	\$5.85
3001-2: AcuStaf LMS Software Service Labor Management Software as a Service for 700+ licenses	\$3.90

## Appendix B

### Product Descriptions and Equipment Compatibility

AcuStaf Software offers several solutions to effectively manage and control labor costs. Automating scheduling, staffing and time & attendance practices can dramatically reduce labor costs and improve efficiencies. AcuStaf offers two products on the GSA schedule 70 accomplish these tasks:

Schedule Staffing Software Solution

Labor Management Software Solution

When purchasing an AcuStaf Solution, we make it easy to purchase either a software license (132 33) or Software as a Service (132 34). AcuStaf prices both software solutions based on the number of active employees on the system. Price breaks have been established for each product as reflected in Exhibit A. Below is an detailed description of each product.

#### 132 33: Perpetual Software License Maintenance

0002: AcuStaf Software License Maintenance

If you purchase the AcuStaf Labor Management Software License or the Schedule Staffing Software License, annual maintenance of the license will need to be purchase each successive year. Annual Maintenance will provide product support (telephone & email), software updates, software enhancements and customizations. Annual Maintenance is 18% of the Software License Price.

#### 132 34: Maintenance of Software as a Service

2001-1: AcuStaf SS Software Service

Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-1 is for systems with 0 to 200 active employees.

2001-2: AcuStaf SS Software Service

Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in

AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-2 is for systems with 200 to 700 active employees. The first 200 employees are billed according to the price of product 2001-1 and the remaining, up to 700 employees, are billed according to the price of product 2001-2.

#### 2001-3: AcuStaf SS Software Service

Schedule Staffing Software as a Service includes HR, Schedule, Staffing, Track and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 2001-3 is for systems with greater than 700 active employees. The first 200 employees are billed according to the price of product 2001-1, the next 500 employees are billed according to the price of product 2001-2, and any remaining employees above 700 are billed according to the price of product 2001-3. AcuStaf has negotiated a pricing cap of \$5,000 for up to 5,000 each month the software is purchased.

#### 3001-1: AcuStaf LMS Software Service

Labor Management Software as a Service includes HR, Schedule, Staffing, Track , Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee time cards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-1 is for systems with 0 to 200 active employees.

#### 3001-2: AcuStaf LMS Software Service

Labor Management Software as a Service includes HR, Schedule, Staffing, Track , Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf.

Schedules are created in AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee time cards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-2 is for systems with 200 to 700 active employees. The first 200 employees are billed according to the price of product 3001-1 and the remaining, up to 700 employees, are billed according to the price of product 3001-2.

### 3001-3: AcuStaf LMS Software Service

Labor Management Software as a Service includes HR, Schedule, Staffing, Track , Finance, Payroll and Report modules. HR information is imported from the government Human Resources Software (example: VA uses VistA) to eliminate double data entry. AcuStaf has established an HR interface to VistA at several VA facilities across the country. The information in the interface is used to populate HR data in AcuStaf. Schedules are created in AcuStaf using a block, manager or employee self-scheduling method. Staffing incorporates a real-time aspect, bringing in workload measurements from established systems (example: patient census information for hospitals). Finance allows budgets to be inputted and staffing targets to meet industry and/or government established targets. Payroll is the time & attendance portion of AcuStaf that allows for the automation of tracking employee time cards and accurate costing information. All information within the system is reportable and can be exported to a screen, PDF, Excel, Word, CSV and more. Product 3001-2 is for systems with 200 to 700 active employees. Product 3001-3 is for systems with greater than 700 active employees. The first 200 employees are billed according to the price of product 3001-1, the next 500 employees are billed according to the price of product 3001-2, and any remaining employees above 700 are billed according to the price of product 3001-3. AcuStaf has negotiated a pricing cap of \$6,000 for up to 5,000 each month the software is purchased.

## Appendix C

### Blanket Purchase Agreements

Best Value  
Blank Purchase Agreement  
Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____	_____	_____	_____
Ordering Activity	Date	Contractor	Date

BPA NUMBER\_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)\_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER \*SPECIAL BPA DISCOUNT/PRICE


- (2) Delivery:

DESTINATION DELIVERY SCHEDULES / DATES


- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT



- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied

by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN); 40
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*



## Appendix D

### Basic Guidelines for Using “Contractor Team Arrangements”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

## Appendix E

### AcuStaf Development Corporation Standard Warranty and Terms of Service

#### Limited Warranty:

- a) AcuStaf warrants for Software License that the Original Copy of AcuStaf Software will be on media (i.e., the disk, diskette, or tape) that is free from defects in materials and workmanship when given normal use for a period of ninety (90) days. If within ninety (90) days following the delivery of an Original Copy of AcuStaf Software there should appear any such defect in materials or workmanship, AcuStaf at its expense shall replace such Original Copy upon its return to AcuStaf. AcuStaf shall have no obligation to replace any Original Copy of AcuStaf Software which is returned to AcuStaf more than one hundred twenty (120) days following its delivery, or which becomes unusable as a result of any accident, abuse, or misapplication subsequent to its distribution by AcuStaf. Any replacement copy obtained by you will be subject to the same limited warranty. This warranty gives Customer specific legal rights and Customer may have other rights that vary from state to state.
- b) AcuStaf warrants for Software as a Service that all software is free from defects in materials and workmanship when given normal use for the Software service period renewed every thirty (30) days. If within the thirty (30) days of the service there should be a defect in the material or workmanship, AcuStaf at its expense shall replace the software and provide a working solution.